



SURRENDER OF LEASE
BOSTON REDEVELOPMENT AUTHORITY
AND
CHARLES RIVER PARK, INC.

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Agreement entered into this eighth day of September, 1961 between Charles River Park, Inc. a corporation organized under the laws of the Commonwealth of Massachusetts, hereinafter called the Redeveloper, the Boston Redevelopment Authority, a public body politic and corporate created pursuant to Massachusetts G.L. (Ter.Ed.) Chapter 121, hereinafter called the Authority.

WHEREAS, the parties hereto on March 2, 1960 entered into a leasehold agreement relative to land in the West End Redevelopment Project Area in the City of Boston, which agreement, hereinafter called the Leasehold Agreement, is recorded in the Suffolk Registry of Deeds, Book 7464, Page 344.

WHEREAS, the Leasehold Agreement provides for the transfer of the rights of the Redeveloper to affiliated business entities of the Redeveloper; and

WHEREAS, the Redeveloper desires and has transferred certain rights under the Leasehold Agreement to an affiliate, Charles River Park "B" Inc.;

NOW THEREFORE, in consideration of the mutual promises hereinafter expressed, the parties hereto agree as follows;

1. The Redeveloper and the Authority hereby each waive and surrender all rights which they now have or may have under the Leasehold Agreement with respect to that parcel of land shown as Delivery Parcel 1B on the map entitled "Land Disposition Plan" contained in the Land Assembly and Redevelopment Plan, said parcel of land is more particularly described as follows:

(See Page 2a and Page 2b)

MAJOR PART

Beginning at a point in the easterly sideline of Charles Street, said point being the most westerly point of Delivery Parcel 1B, the most northerly point of Delivery Parcel 1A and further located as being southwesterly a distance of 127.08 feet from the intersection of the easterly sideline of Charles Street with the southerly sideline of formerly Chambers Street as it existed at the start of the year 1959;

thence running N 39° - $58'$ - $47''$ E by said Charles Street a distance of 87.18 feet to a point;

thence running N 40° - $23'$ - $14''$ E again by said Charles Street a distance of 39.90 feet to a point;

thence running N 39° - $22'$ - $25''$ E again by said Charles Street a distance of 30.00 feet to a point;

thence running N 40° - $27'$ - $19''$ E again by said Charles Street a distance of 97.15 feet to a point;

thence turning and running S 49° - $33'$ - $49''$ E a distance of 61.06 feet to a point;

thence turning and running N 40° - $33'$ - $06''$ E a distance of 80.48 feet to a point;

thence turning and running S 88° - $54'$ - $27''$ E a distance of 17.99 feet to a point which lies in the southerly sideline of a proposed new street;

thence running by said proposed street in an easterly direction by a curve with a radius of 165.00 feet for a distance of 41.14 feet to a point;

thence running again by said proposed street S 74° - $37'$ - $20''$ E a distance of 372.88 feet to a point;

thence turning and running in a southerly direction by a curve with a radius of 20.00 feet for a distance of 31.31 feet to a point in the westerly sideline of a proposed street to a cul-de-sac;

thence running S 15° - $04'$ - $19''$ W a distance of 170.00 feet to a point;

thence turning and running S 74° - $55'$ - $41''$ E a distance of 22.01 feet to a point;

thence turning and running S 15° - $04'$ - $19''$ W a distance of 97.06 feet to a point;

thence turning and running N 74° - $55'$ - $41''$ W a distance of 165.00 feet to a point;

thence turning and running S 15° - $04'$ - $19''$ W a distance of 60.00 feet to a point;

thence turning and running N 70° - $35'$ - $41''$ W a distance of 169.15 feet to a point;

thence turning and running N 30° - $25'$ - $01''$ W a distance of 100.00 feet to a point;

thence turning and running N 75° - $25'$ - $01''$ W a distance of 135.00 feet to a point;

thence turning and running N 45° - $25'$ - $01''$ W a distance of 150.00 feet to the point of beginning.

MINOR PART

Beginning at a point, said point, said point lying to the north of the afore described major part and at the westerly end of the minor part:

thence running N 86° - $31'$ - $53''$ E a distance of 3.06 feet to a point;

thence turning and running S 82° - $12'$ - $03''$ E a distance of 85.04 feet to a point;

thence turning and running S 71° - $31'$ - $19''$ E a distance of 19.38 feet to a point;

thence turning and running S 54° - $56'$ - $47''$ E a distance of 30.98 feet to a point;

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MINOR PART (Continued)

thence turning and running N 35° - 03' - 13" E a distance of 9.22 feet to a point;
thence turning and running S 71° - 31' - 19" E a distance of 53.01 feet to a point;
thence turning and running S 76° - 23' - 49" E a distance of 15.97 feet to a point;
thence turning and running N 47° - 48' - 37" E a distance of 9.15 feet to a point;
thence turning and running S 42° - 23' - 26" E a distance of 13.53 feet to a point;
thence turning and running S 76° - 23' - 49" E a distance of 36.84 feet to a point;
thence turning and running S 77° - 07' - 13" E a distance of 37.50 feet to a point;
thence turning and running S 83° - 45' - 13" W a distance of 23.99 feet to a point;
thence turning and running N 74° - 55' - 41" W a distance of 276.05 feet to the point of beginning.

Said major and minor parts contain a net area of 224,440 square feet.

The above described premises are subject to the following:

- (a) subject to an easement to the Boston Edison Company in area as shown on said plan, said easement being dated May 31, 1960 and recorded Suffolk County Registry of Deeds, Book 7484, Page 146;
- (b) subject also to an easement to be granted to the City of Boston for Public Footpath in area as shown on said plan; this easement will affect a part of the land described in Certificate of Title No. 64235 and shown as Parcel 1 on Land Court Plan No. 1168-B;
- (c) subject also to an easement to be granted to the City of Boston for Public Utilities in area as shown on said plan.

Portions of said premises are registered land described in the following Certificates of Title issued by the Suffolk Registry District of the Land Court:

- (a) a part of the land described in Certificate of Title No. 64235 and shown as Parcel 1 on Land Court Plan No. 1168B;
- (b) all of the land described in Certificates of Title Nos. 64076, 64077, 64231 and 64236.

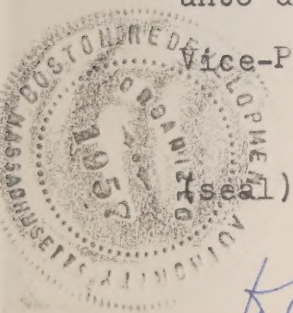
2. The Authority agrees that the Redeveloper has not at any time done or suffered any act or thing whatever whereby the aforesaid Delivery Parcel 1B can be in any way charged, affected, or encumbered.

3. Notwithstanding any other provisions of this instrument, this instrument shall not be construed to alter the rights and obligations of the Redeveloper and the Authority under the Leasehold Agreement with respect to the parcels of land referred to therein other than Delivery Parcel 1B herein described.

Notwithstanding any other provisions of this instrument to the contrary, any default on the part of Charles River Park "B" Inc., its successors and assigns, under a lease of the aforesaid Delivery Parcel 1B executed of even date between the Authority and recorded in the Suffolk County Registry of Deeds immediately prior to this instrument shall constitute a default by the Redeveloper under the Leasehold Agreement as if such default was caused by the Redeveloper under the Leasehold Agreement.

5. The Redeveloper hereby gives its consent to the execution and delivery of the said lease by the Authority to Charles River Park "B" Inc.

IN WITNESS WHEREOF, on the eighth day of September, 1961 at Boston, Massachusetts, the parties have caused this instrument and four additional copies of the same tenor and date to be signed, sealed and delivered, the Boston Redevelopment Authority acting herein by its hereunto duly authorized and Charles River Park, Inc. acting herein by its Vice-President, hereunto duly authorized.



(seal)

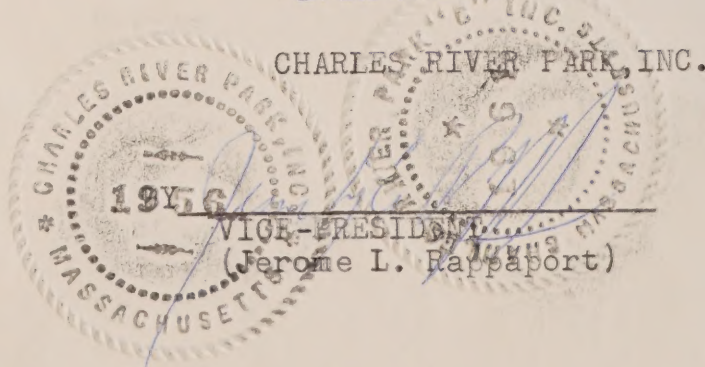
Klaus Furman
WITNESS:

(seal)

Samuel Shale
WITNESS

BOSTON REDEVELOPMENT AUTHORITY

BY F. J. Lally
TITLE Chairman



CHARLES RIVER PARK, INC.

1956
VICE-PRESIDENT
(Jerome L. Rappaport)

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COMMONWEALTH OF MASSACHUSETTS

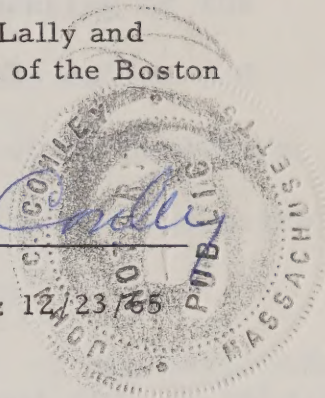
SUFFOLK, ss

September 8, 1961

Then personally appeared the above named Francis J. Lally and acknowledged the foregoing instrument to be the free act and deed of the Boston Redevelopment Authority, before me

John C. Carley
Notary Public

My commission expires: 12/23/65



COMMONWEALTH OF MASSACHUSETTS

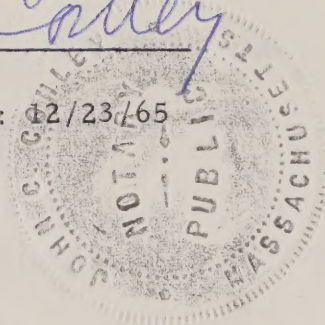
SUFFOLK, ss

September 8, 1961

Then personally appeared the above named Jerome L. Rappaport and acknowledged the foregoing instrument to be the free act and deed of Charles River Park "B" Inc., before me

John C. Carley
Notary Public

My commission expires: 12/23/65



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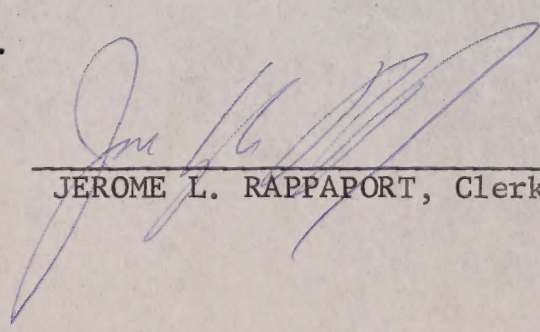
CERTIFICATE OF CORPORATE VOTE

I, Jerome L. Rappaport certify that I am the duly elected Clerk of Charles River Park, Inc., and that at a meeting of the Board of Directors of Charles River Park, Inc., duly called and held on August 15, 1961 at which a sufficient number of directors to effect action were present and voting, the following resolution was adopted by the unanimous vote of those present:

"VOTED: That the President or a Vice-President of the corporation be, and hereby is authorized to sign and seal on behalf of the corporation a "Surrender of Lease," in a form approved by counsel for the corporation, whereby this corporation surrenders its rights as against the Boston Redevelopment Authority under the Leasehold Agreement executed by the Boston Redevelopment Authority and this corporation on March 2, 1960 with respect to Delivery Parcel IB referred to in said Leasehold Agreement."

I further certify that Jerome L. RAPPAPORT is a duly 7587 511 elected Vice-President of Charles River Park, Inc., and that the foregoing resolution is in full force and effect as of the date of this Certificate.

IN WITNESS WHEREOF, I have signed this Certificate this 23rd day of August, 1961.



JEROME L. RAPPAPORT, Clerk

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CERTIFICATE OF VOTE

The undersigned hereby certifies as follows:

(1) That he is the duly qualified and acting Secretary of the Boston Redevelopment Authority, hereinafter called the Authority, and the keeper of the records, including the journal of proceedings of the Authority.

(2) That the following is a true and correct copy of a vote as finally adopted at a meeting of the Authority held on September 6, 1961 and duly recorded in this office:

VOTED: to approve the Surrender of Lease
of Parcel 1B from Charles River Park, Inc.
in the form presented to the meeting and
further that the Chairman be Authorized to
execute the same.

(3) That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting, and a legally sufficient number of members of the Authority voted in a proper manner and all other requirements and proceedings under law incident to the proper adoption or the passage of said vote have been duly fulfilled, carried out and otherwise observed.

(4) That the Surrender of Lease-Parcel 1-B to which this certificate is attached is in substantially the form as that presented to said meeting.

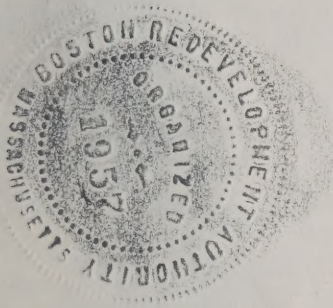
(5) That if an impression of the seal has been affixed below, it constitutes the official seal of the Boston Redevelopment Authority and this certificate is hereby executed under such official seal.

(6) That Francis J. Lally is the Chairman of this Authority.

(7) That the undersigned is duly authorized to execute this certificate.

IN WITNESS WHEREOF the undersigned has hereunto set his hand this 6th day of September, 1961.

BOSTON REDEVELOPMENT AUTHORITY
BY Kare J. J. J. J. J.
Secretary



September 8, 1961. At 3 o'clock & 49 mins.P.M. Rec'd. Ent'd. & Exam'd.-143

